PRIORITY ONE
CREDIT UNION

Electronic Services Agreement & Disclosure

REVISED NOVEMBER 1, 2011
IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR RECORDS

Your savings federally insured to at least $250,000 and backed by the full faith and credit of the United States Government
NCUA
National Credit Union Administration, a U.S. Government Agency

1631 HUNTINGTON DRIVE, SOUTH PASADENA, CA 91030
PHONE 877.762.8663 FAX 626.441.1756
www.priorityonecu.org

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ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "I", "me", "my", "us", "they" and "our" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "you", "your", and "yours" mean PRIORITY ONE CREDIT UNION. My acceptance, retention or use of a VISA Debit Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693. et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; payroll deductions; preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized withdrawals for bill payments and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned (Proprietary) ATMs and on "Shared Network" ATMs such as The CO-OP Network, STARsm and Plus® systems, and such other systems as may be added from time to time; Audio Response Electronic Telephone Banking (Express Teller), Personal Computer (PC) Home Banking, and Bill Payer Service, and Point of Sale (POS) Transactions and Electronic Check Transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Regular Share Account, VISA Debit Card, Visa Credit Card, Personal Line of Credit and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

BUSINESS DAY DISCLOSURE. Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 5:00 p.m. each business day. ATMs, Express Teller, and PC Home Banking Systems, and Bill Payer Service and POS terminals are generally open, but not always accessible, 24 hours a day, 7 days a week. PC Home Banking Systems may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or, Court order, or of any legal process; or
4. If I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions.

I will telephone you at: 1.877.762.8663
or write to you at: 1631 Huntington Drive, So. Pasadena, CA 91030
Attn: EFT

as soon as I can if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.
You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, you may have up to twenty (20) days to determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation.
If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

For electronic fund transfer resulting from a Point of Sale Debit Card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, you may take up to ninety (90) rather than forty five (45) calendar days to complete your investigation.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation.

If you decide there was no error, you will send me a written explanation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

In accordance with VISA Operating Rules and Regulations, I will receive provisional credit for VISA Check Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

Your Liability for Failure to Make or Complete Electronic Funds Transactions.
If you do not properly complete an electronic funds transaction to or from my account on time or in the correct amount according to your agreement with me, you will be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS Terminal, Express Teller and PC Home Banking Systems or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My VISA Debit Card, VISA Credit Card, VISA Debit Card PIN, Express Teller PIN, or PC Home Banking PIN, and / or Bill Payer PIN has been reported lost or stolen, has expired, is damaged so that the ATM terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because any PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Line of Credit limit or VISA Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

Charges for Electronic Funds Transaction Services. Charges associated with my electronic funds transactions (except for Bill Payer Services) are disclosed in your Schedule of Fees and Charges which accompanies this Disclosure and Agreement. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges, for each stop payment order I give. There may also be a charge if I overdraw my Checking Account by use of a VISA Debit Card. If I request a copy of the documentation relative to a VISA Debit Card an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Checking or Share Account. Fees and charges specifically related to Bill Payment Services accessed through PC Home Banking are described set forth in the Bill Payment Services Application.

ATM Fees. ATM transactions at ATMs not owned by the Credit Union and/or the CO-OP Network are subject to a Credit Union Network Transaction Fee. In addition, when I use an ATM not owned by you, I may be charged a fee by the ATM operator or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

Change in Terms. You may change the terms and charges for the services indicated in this Electronic Services Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability. You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

Delinquent Loan Restriction. If any of my loan payments are Past Due, I may be restricted from performing electronic transactions through Express Teller, Home Banking, ATM's or POS terminals.

Termination of Electronic Funds Transaction Services. I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my account or the use of the ATM Cards, a VISA Debit Cards or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

Account Access. My Account, the Card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

Relationship to Other Disclosures. The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

Copy Received. I acknowledge receipt of a copy of this Disclosure and Agreement.

Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

Account Access. Preauthorized deposits may be made to my Share Checking Account(s) or Share Savings Account(s).

Notification of Preauthorized Deposits. If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at 877.762.8663 and you will advise me whether or not the preauthorized deposit has been made.

Documentation of Preauthorized Deposits. Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If I have requested a preauthorized payment to a third party from my Credit Union Checking or Share Account, the following applies to me.

Account Access. Preauthorized payments may be made from my Checking or Share Account. Preauthorized payments made from my Share Account, are subject to Regulation. D. restrictions as set forth on page 13.

Right to Receive Documentation of Preauthorized Payment.

Initial Authorization. I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

Notice of Varying Amounts. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

Periodic Statement. I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

Right to Stop Preauthorized Payment. If I want to stop any of the preauthorized payments, I must call you at 877.762.8663, or write you at 1631 Huntington Drive, So. Pasadena, CA 91030 in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. You will charge me for each stop payment order or revocation request I give pursuant to your Schedule of Fees and Charges. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill me again for the "stopped" payment, or to cancel the entire preauthorized payment arrangement, I must contact the third party. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

Your Liability for Failure to Stop Payment. If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

Liability for Unauthorized Electronic Payments. I may be liable for such transfer has occurred, I must follow the procedures outlined in the "General Disclosure Applicable to All Electronic Services" section for resolving errors. I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Audio Response Electronic Telephone Banking and PC Home Banking Transactions".

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If I have authorized a one-time transfer of funds from my account have been transferred via ACH where I have provided a paper check or check information to a merchant or other payee to capture the routing, Account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

Types of Available Transactions: I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I may also authorize a merchant or other payee to debit my checking account for returned check fees or returned debit entry fees. I may make such a payment transfers via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial

institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access: Electronic Check Transactions may be made from my Checking Account only.

Limitations on Dollar Amounts of Transactions: I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Accounts or available funds in my designated overdraft sources.

Overdraft to Line of Credit: I understand that if I have an overdraft line of credit account in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account, my line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my line of credit account, if any, or withdraw funds from my Share Account(s) or make a withdrawal from other accounts on which I am a joint owner. Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO PRIORITY ONE CONNECT ELECTRONIC TELEPHONE BANKING

Priority One Connect. Electronic Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Priority One Connect Electronic Telephone Banking, I must complete and sign an application and then you will provide me with a Personal Identification Number (PIN) for access to the Priority One Connect Electronic Telephone Banking System and to PC Home Banking and Bill Payer Services described below.

Types of Available Transactions.
I may use my identification number (Priority One Connect PIN) to:
1. Make transfers between my accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Make transfers to make loan payments;
4. You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions.
1. Account withdrawals through the Priority One Connect System are unlimited to the extent I have funds available in my account, or available credit from my Line of Credit Account.
2. For security reasons, in the event my Priority One Connect PIN is lost or stolen, there are limits on the dollars amount of may be restrictions on transactions I can make on the Priority One Connect Systems.

Personal Identification Number (PIN).
I understand that I cannot use the Priority One Connect Systems without a PIN that you will provide. I may change my PIN at any time through the Priority One Connect System. I am responsible for the safekeeping of my Priority One Connect PIN and for all transactions made by use of the Priority One Connect Systems.

I will notify you immediately and send written confirmation if my Priority One Connect PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my Account if anyone not authorized by me has access to the PIN. If I disclose my Priority One Connect PIN to anyone, however, I understand that I have given them access to my account via the Priority One Connect Systems and that I am responsible for any such transactions. I further understand that my Priority One Connect PIN is not transferable and I will not disclose the PIN or permit any unauthorized use thereof.

ADDITIONAL DISCLOSURES APPLICABLE TO PC HOME BANKING AND BILL PAYMENT SERVICES

I authorize you to charge my designated account(s) for any transactions accomplished through the use of PC Home Banking and Bill Payment Service, including the amount of any recurring payment that I make, and charge for this service. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through PC Home Banking and Bill Payment Service.

PC Home Banking and Bill Payer Services.
PC Home Banking and Bill Payer Services are a computer banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff by using the Credit Union Website and the PIN that you provided me for Express Teller described above. I may change the PIN through PC Home Banking to one specific to this service.

Minimum System Requirements.
I understand that to use C.U. Online PC Home Banking, I must have Internet Access through an Internet Provider and Internet Browser software such as Netscape® Ver. 3.0 or higher or Microsoft Explorer® Ver 3.0 or higher on a PC or Macintosh. I understand that the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, and warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's use of any of them or arising in any way of from the installation, use or maintenance of the my personal computer hardware, software or other equipment.

Account Access. PC Home Banking is available for my Share Account, Checking Accounts, Money Market Account and Personal Line of Credit Account and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of VISA) using my PIN specific to this service.

Types of Available Transactions
I may use my PIN to:

1. Make transfers between my accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Make transfers to make loan payments;
4. To download account history to hard drive or to financial software such as Microsoft Money® (MS Money®) or Quicken®.
5. Change my PC Home Banking and Bill Payer Services PIN
6. Utilize Bill Payment Services from my designated checking account.
7. You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions.
1. There is a dollar limit of $9,999.99 (or available clear balance in my account, plus any overdraft line of credit available limit, whichever is less) on any transfer or bill payment.
2. For security reasons, in the event my PC Home Banking PIN is lost or stolen, there are limits on the dollars amount of transactions I can make on the PC Home Banking Systems.
3. Withdrawals from my Share Account(s) or Checking Account(s) or loan advances on my Personal Line of Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
4. All withdrawals and transfers from a Share or Checking Account are limited to the extent of clear funds available in the Account.
5. All loan advances are limited to the amount available from the Personal Line of Credit.
6. There is a dollar limit of $9,999.99 on any transfer or bill payment.
7. There is no charge for PC Home Banking.
8. For security reasons, in the event my PC Home Banking PIN is lost or stolen, there may be restrictions on transactions I can make on the PC Home Banking System.

Authorization. I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Bill Payment service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with Bill Payment service. I authorize you to transfer funds electronically between my designated checking account(s) according to my instructions initiated through PC Home Banking.

Eligibility. I understand that in order to use PC Home Banking, I must have an account in good standing and have a PIN with you.

Personal Identification Number (PIN).
I understand that I cannot access the PC Home Banking Systems without a numeric secret code, which you refer to as PC Home Banking PIN. I AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. I am responsible for the safekeeping of my PC Home Banking PIN and for all transactions made by use of the PC Home Banking Systems.

I will notify you immediately and send written confirmation if my PC Home Banking PIN is disclosed to anyone other than the joint owner of my account. If I disclose my PC Home Banking PIN to anyone, however, I understand that I have given them access to my account via the PC Home Banking Systems and that I am responsible for any such transactions. I understand and agree that I must change the PC Home Banking PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PC Home Banking PIN.

I further understand that my PC Home Banking PIN is not transferable and I will not disclose the PC Home Banking PIN or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a web-site, I may be requested to give my Credit Union PIN to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

Joint Accounts. If I utilize the PC Home Baking System to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my PIN is utilized shall be considered authorized by me.

Fees Associated With Bill Payment. I may be charged a Monthly Service Fee for the unlimited use of the Bill Payment feature. You will automatically deduct any Monthly Service Fee and any other applicable fees from my designated checking account the following month. All applicable fees will be charged as set forth in the Schedule of Fees and Charges.

Bill Payment Services Agreement.

To use Bill Payment Services through PC Home Banking, I must complete a Bill Payment Application/Agreement and provide you with a voided check from my designated Checking Account. Upon your approval, you will forward the necessary information to Money Line Express (Traveler's), the Bill Payment Service provider, who will provide me with a Bill Payment Account I.D. and Passcode which will allow me to use the services. All payments I make through Bill Payment Service will be deducted from my designated Checking Account. Any payee I wish to pay through the Bill Payment must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use the Bill Payment Service to make payments to a federal, state or local government or tax unit, or to other categories of payees that you may establish from time to time.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by payee.

IMPORTANT: Payments may take up to 10 days to reach the vendor (payee), as they are sent either electronically or by check. Priority One Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring wills bills from my Checking Account.

Bill Payment Service is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement and Disclosure. The Credit Union and Bill Payment Service are not liable for any damages I incur if I do not have sufficient funds in my designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Credit Union or Bill Payment Service.

You will overdraft from my Personal Line of Credit Account according to the instructions I have given you if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Bill Payment Service. Insufficient available funds will prevent you from making more payments until resolved.

I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

You may charge my designated Checking Account on the day that a check or other transaction is presented to you directly or electronically for payment.

The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

Under some circumstances, I may stop or modify some authorized payments.

Payments designated as "Today" transactions cannot be stopped, canceled, or changed once my Bill Payment Service session is terminated. In order to request a stop payment or change a Bill Payment Service transaction designated, I must contact Bill Payment Service customer service at (800) 823-7555.

If I wish to cancel my Bill Payment Service subscription I must notify you in writing at:

Priority One Credit Union
1631 Huntington Drive
South Pasadena, CA 91030

I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. I will cancel all outstanding payment orders with the payee(s) before notifying you to terminate this service.

This agreement, any user's manual, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment over the Bill Payment Service. My use of the Bill Payment Service following the receipt of such notice constitutes acceptance of such amendment.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM AND VISA DEBIT CARD ELECTRONIC FUNDS TRANSACTIONS

If I requested that you issue me an ATM Card or VISA Debit Card to be used to transact business at all of your proprietary ATMs or any ATM displaying the STARsm, Plus® logo or belonging to the CO-OP Network Shared Network of ATMs or activated a VISA Credit Card to obtain advances at ATMs bearing the VISA logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you will provide me or that I must select.

Types of Available Transactions and Limits on Transactions. Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (nonproprietary ATMs), (such as, for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction". In addition, when I use a non-proprietary ATM, I may be charged a fee by the ATM operator or any network used to complete the transfer (and I may be charged a fee for a balance inquiry).

Account Access. The ATM services which you make available to me and which are covered by this Disclosure and Agreement are:

1. Deposits to my Share Account and Checking Account at your proprietary ATM(s) and terminals displaying a CO-OP Network logo.
2. Withdrawals from my Share Account and Checking Account at your proprietary ATM(s) or CO-OP Network, STAR sm or PLUS® ATMs;
3. Transfers from my Share Account to my Checking Account within the same account number at your proprietary ATM(s) and some shared network ATMs;
4. Advances on my Line of Credit Account at your proprietary ATM(s) only;

5. Balance inquiries at your proprietary ATM(s) and the CO-OP Network and STAR℠ or PLUS® ATM's;
6. You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network, PLUS®, STAR℠ and Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

Legal Activity: My VISA Credit Card, VISA Debit Card and/or account may not be used for any illegal activity or transaction. Further, I may not utilize my VISA Credit Card, VISA Debit Card and/or account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, I will still be responsible for such charge.

Limitations on Frequency and Dollar Amount of Transactions.

1. Withdrawals from most ATMs are limited to a maximum $300.00 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at your sole discretion.
2. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example the minimum withdrawal and increment amount at the CO-OP Network, PLUS®, STARsm, and Shared Network machines is generally $20.00.
3. For security reasons, in the event my VISA Debit Card or PIN is lost or stolen, there are limits on the dollar amount and there may be restrictions on transactions I can make on the ATM System.

Overdraft to Line of Credit.
I understand that if I have an overdraft line of credit in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by ATM or POS terminal access.

I understand that I may not otherwise use my ATM Card or VISA Debit Card to overdraw my Share Account or Checking Account, or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

1. Overdrawn Share Account: You may withdraw funds from my Share Account or Checking Account or make a cash advance from my Line of Credit Account, if any, or make a withdrawal from other accounts including accounts on which I am a joint owner.
2. Overdrawn Checking Account: You may make a cash advance from my Line of Credit Account, if any, or withdraw funds from my Share Account or make a withdrawal from other accounts including accounts on which I am a joint owner.
3. Overdrawn Line of Credit: You may withdraw funds from my Share Account or Checking Account, or other accounts including accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

My ATM Card or VISA Debit Card.
Both a Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.
5. WHEN USING AN ATM, I MUST MAKE SURE THAT MY TRANSACTION HAS BEEN FULLY COMPLETED BEFORE LEAVING THE ATM.

Safety at the ATM. I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; when possible, bring a companion along, especially at night; observe the area for anything unusual or suspicious;, lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the ATM; avoid counting my cash at the ATM; lock the doors and roll up all but the driver's window and keep the engine running when using a drive up ATM. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

Personal Identification Number. I agree to memorize my PIN(s) and will not write it on the Card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your Schedule of Fees and Charges.

Ownership of ATM Card or VISA Debit Card.
The Card remains your property and I agree to surrender the Card to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, or if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card through retrieval by any of the ATMs.

Making Electronic Fund Transactions.
I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of ATMs the machines.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM OR VISA DEBIT CARDS WHEN USED AT A POINT OF SALE DEVICE

Types of Available Transactions and Limits on Transactions.
By use of my ATM Card or VISA Debit Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

Account Access.
I may use my VISA Debit Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases from merchants, financial institutions and others who honor the Card. I understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against the Checking Account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from the Checking account.

Limitations on Frequency and Dollar Amounts of Transactions.
When accessing a POS terminal with either my ATM Card or VISA Debit Cards and using the "ATM" or "Debit" function keys, my transactions will be limited to $1000.00 a day. If I use my VISA Debit Card and use the "Credit" function key I may make cash advances and purchases to the extent that I have available clear funds in my Checking Account plus available funds in my overdraft Line of Credit.

For security reasons, there may be limits on the number of these transactions that may be authorized.

Right to Receive Documentation.
I can receive a receipt from the merchant or financial institution at the time I make a purchase or obtain a cash advance. I should retain this receipt to compare with my statement from you.

Returns and Adjustments (VISA Debit Cards).

Merchants and others who honor VISA Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Checking Account.

Foreign Transactions (VISA Debit Cards).
Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences.

ACH and Wire Transfers: ACH and Wire Transfers I instruct you to make on my behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If I originate a funds transfer for which Fedwire is used, and I identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, you and every receiving or beneficiary financial institution may rely on the identifying number to make payment. You may rely on the number even if it identifies a financial institution, person or account other than the one named. I agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to me, or originated by me, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If you receive a credit to an account I have with you by Fedwire or ACH, you are not required to give me any notice of the payment order or credit.

Provisional Payment Disclosure: Credit given by you to me with respect to an automated clearing house credit entry is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement I am hereby notified and agree that you are entitled to a refund of the amount credited to me in connection with such entry, and the party making payment to me via such entry (i.e. the originator of the entry) shall not be deemed to have paid me in the amount of such entry.

Notice Disclosure: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account, you are not required to give next day notice to me of receipt of an ACH item and you will not do so. However, you will continue to notify me of the receipt of payments in the periodic statements you provide to me.

Choice of Law Disclosure: You may accept on my behalf payments to my account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and my rights and obligations with respect to such payments shall be construed in accordance with an governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

International ACH Transactions: I acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of my Accounts is identified and designated by your screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending your review of the IAT Entry, and may be terminated under applicable OFAC Rules. I also acknowledge that you may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. I agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, you will provide me such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, VISA DEBIT CARD TRANSACTIONS, POINT OF SALE TRANSACTIONS, AUDIO RESPONSE PRIORITY ONE CONNECT ELECTRONIC TELEPHONE BANKING, PC HOME BANKING TRANSACTIONS, AND BILL PAYER SERVICE, AND ELECTRONIC CHECK TRANSACTIONS

Right to Receive Documentation of Transactions.

1. Transaction Receipt. I will receive a receipt at the time I make an ATM or Point of Sale transaction any transfer to or from my Account using one of the ATMs or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.

2. Periodic Statement. I will receive a monthly statement (unless there are no transactions in a particular month), for the account(s) which I have accessed using my VISA Debit Card, an Electronic Check Transaction, ATMs, POS terminals, Priority One Connect Electronic Telephone Banking or PC Home Banking, or Electronic Access Services which will show the calendar date that I initiated the transaction, the type of transaction and the type of account(s) accessed by the transaction, and the amount of transactions occurring in that statement period. I will get a statement at least quarterly.

3. PC Home Banking Transaction. I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Services Charges.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

I must tell you AT ONCE if I believe my checks, ATM Card, VISA Debit Card, VISA Credit Card, or my Priority One Connect, Audio Response or PC Home Banking PIN, ATM Card or, VISA Debit Card, or VISA Credit Card PIN, (collectively "PINS Check(s), Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an Electronic Fund Transfer has been made without my permission. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my Card or PIN Check(s), Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than $50.00 if someone used my Card or PIN without my permission Check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s) without my permission. If I do NOT tell you within two (2) business days after I learn of the loss or theft of my ATM Card, VISA Debit Card, Audio Response or PC Home Banking PIN or VISA Debit Card PIN Check(s), Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s), ATM Card or VISA Debit Card or Electronic Access PIN without my permission if I had told you, I could lose as much as $500.00.

Also, if my statement shows transfers that I did not make, including those made by Card, Code PIN or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time. I should also call the number or write to the address listed on the cover of this brochure if I believe a transfer has been made using the information from my check without my permission.

If I can document that a good reason (such as a long trip or a hospital stay) kept me from telling you, you will extend the time period.

Exceptions for VISA Debit Card point-of-sale transactions. I will have no liability for unauthorized transfers on a lost or stolen VISA Debit Card. You may require me to provide a written statement regarding claims of unauthorized transactions. These exceptions do not apply to VISA Debit Card transactions at an ATM or transactions not processed through the VISA Network. These limitations may be exceeded to the limit allowed by federal or state law if the Credit Union determines that I was grossly negligent or fraudulent in handling my Account or Card. I am fully liable for an electronic fund transfer from my account initiated by a person to whom I furnished my Card and/or other access to my account, even if such person exceeds the authority given, unless I have notified you that transfers by that other person are no longer authorized.

Notice Regarding non-Visa PIN Less Debit Card Transactions
You allow non-Visa debit transaction processing. This means I may use my Visa® Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN to authenticate my transactions.

The non-Visa debit network for which such transactions are allowed is the Star network.

Examples of the types of actions that I may be required to make to initiate a Visa transaction on my Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions I may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with me instead of through the use of a PIN.

Please be advised that the terms and conditions of my agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN Debit Network.

If I have any questions about non-Visa debit transactions, please give us a call at 1.877.762.8663.

*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.

If I believe my Card or PINCard(s), PIN(s) or Check(s) has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must

telephone you at:	1.877.762.8663
or write to you at:	1631 Huntington Drive, So. Pasadena, CA 91030 Attn: Card Services or after business hours call Card Member Services 888.241.2510

Regulation "D" Restrictions on Electronic Funds Transactions.
Any combination of Preauthorized, automatic or telephone withdrawals or transfers from Savings Accounts are limited to no more than six (6) transfers in each calendar month.
However, I may make an unlimited number of withdrawals from or transfers among my own Savings Accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings Accounts through the Credit Union's Audio Response Priority One Connect Electronic Telephone Banking or PC Home Banking System or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Verification.
All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, Priority One Connect Electronic Telephone Banking, and Audio Response or PC Home Banking Systems or other electronic transaction contemplated hereunder which would otherwise require my "wet" signature, or other authorized signature authorization, shall be valid and effective as if "wet" signed by me when accomplished by use of the VISA Debit Card and VISA Debit Card PIN or Audio Response or PC Home Banking PIN an Electronic Check Transaction, Card(s) and/or PINs or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy". Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in the posting of a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my Checking Account with you, the Checking deposit slip should be included.